

Article XX

Term Appointments

A. General Provisions

1. Definition

A term appointment is an employment contract for a specified period of time. Term appointments shall be in writing and shall indicate compensation and the period of the appointment. Any special conditions related to the term appointment shall be included in the letter of offer.

2. Consultation

Insofar as practicable, no full-time term appointments of prospective faculty members of the bargaining unit shall be made in units with tenure committees without prior consultation with the appropriate unit committee or the tenured faculty of that unit. (For the definition of the committee, see Article XXII.D.1.b.) Insofar as practicable, no full-time term appointments of prospective academic staff of the bargaining unit shall be made without consultation with the appropriate tenure/promotion committee or the tenured and/or employment-security-status Academic-Staff members of the originating unit. (For the definition of the committee, see Article XXI.D.)

3. Limits

Term appointments for faculty and academic staff who are on the tenure track shall be limited to seven years of full-time service except as provided in Article XIII.D.3 and 5. Under special circumstances, exceptions may be made by the Administration with the consent of the Association.

Term appointments for academic staff on the employment-security track shall be limited to five years of full-time service except as provided in Article XIII.D.3 and 5 and under paragraph B.2 below.

Tenure-track appointments that occur after October 1 shall have the tenure clock begin on the next July 1. The intent of this language is to assure that each tenure applicant who did not join the University at the beginning of an academic year and who has had renewal of term appointments into a seventh year shall have at least seven complete years of full-time service.

4. External Prior Service

Full-time service in a tenure-track or similar faculty position at a baccalaureate-granting institution other than Wayne State University and which is accredited by a nationally recognized accrediting agency may be counted for up to three years if the bargaining-unit member and the dean concur in a request for crediting such prior service during the bargaining-unit member's first year at Wayne State University. Under the same conditions, prior service in a full-time Academic-Staff or faculty position may be counted for up to three years toward employment security status if the bargaining-unit member and the dean/vice-president concur in a request for crediting such prior service during the bargaining-unit member's first year of service.

A copy of the approved credit request shall be forwarded to the Association.

The bargaining-unit member may cancel the credit request within a two-month period after its submission to the dean/vice-president. The University does, however, retain the right to specify in a letter of appointment that a new bargaining-unit member who has prior faculty/Academic-Staff experience shall receive final consideration for tenure or employment security status in less than the five or seven years of full-time service, as applicable.

5. Sixth Year Denial of Tenure

A tenure-track bargaining-unit member who has been initially denied tenure at the University level in his/her sixth year of service and who has been recommended for tenure at the school/college level in the sixth year shall be granted a terminal seventh year appointment.

6. Reconsideration

If, in the opinion of a bargaining-unit member and the Association, the bargaining-unit member has improperly been denied renewal of a term appointment, a Step One grievance may be filed for the purpose of requesting a reconsideration. After the Step One meeting, the decision to grant a reconsideration will be at the discretion of the President or his/her designee. If the President or his/her designee denies reconsideration s/he shall provide his/her written reason(s) for his/her decision to the Association. The matter shall in no case be carried forward to Step Two of the grievance procedure. However, upon request of the Association, a meeting with the President or his/her designee to further discuss the reasons for the decision shall be held.

Except for procedural matters, all matters related to term appointments are not subject to the Grievance Procedure (Article XVII).

7. Statutes

Except where modified by this Article, the University's existing term appointments statutes shall remain in full force and effect.

8. Length of Term Appointments

Under normal circumstances, for bargaining-unit members on the tenure track or employment-security track, only the initial term appointment may be for one year or less. Subsequent renewals shall normally be for multiple years.

Under normal circumstances, the initial term appointment for bargaining-unit members appointed as full-time or fractional-time lecturers or senior lecturers shall be for one year or less. Renewal contracts can be for one, two, or three years. After three years of service as lecturer and/or senior lecturer, a bargaining-unit member's normal renewal shall be for two or three years. One-year renewals after three years of service require the approval of the Provost.

B. Specific Provisions

1. Faculty

For faculty, tenure-track appointments may be made in the ranks of assistant professor, associate professor, and professor.

Faculty (clinical), faculty (research), lecturer, senior lecturer, instructor, and faculty whose appointments are conditioned on subsidy are non-tenure-track appointments.

2. Academic Staff

Effective October 1, 1990, all new members of the academic staff, except librarians and archivists, will be hired as non-tenure-track employees. At the discretion of the University, librarians and archivists may be appointed either on the tenure track or outside the tenure track.

Academic staff may be hired in one of the following non-tenure-track categories: (a) appointment conditioned on subsidy, (b) appointment in the Academic-Staff Employment Security System, (c)

appointment as academic staff (renewal contract), (d) appointment as athletic coach or athletic trainer.

Term appointments for those academic staff in the Academic-Staff Employment Security System shall be limited to five years of full-time service. The following rules shall apply in counting the five years of full-time service for the attainment of employment security status; and, therefore, as to the five-year limit on term appointments:

- a. An Academic-Staff member who transfers from one classification title to another is eligible to apply for full or partial credit for years of service in the employment security system. In determining the credit, the dean/vice-president of the unit to which the Academic-Staff member desires to transfer will consult the Academic-Staff member. Before any transfer takes place, there must be agreement in writing with respect to the credit to be given. The decision shall include consideration of the similarities and/or differences between factor statements of the unit the person is leaving and the one to which the person is going as well as job descriptions of the two positions. If the Academic-Staff member and the dean/vice-president cannot agree as to the credit to be given, the Academic-Staff member may not transfer to the new classification.
- b. A change from general fund appointment to subsidy-conditioned appointment will stop the ESS clock. Time spent on subsidy-conditioned appointment will not be counted. When there is a transfer from the subsidy-conditioned appointment back to general fund, the ESS clock will begin again and the previous time spent in general-fund appointment will be counted.
- c. Time served in a fractional-time appointment will not be credited toward the five-year limitation.
- d. The clock will begin anew for persons who leave the University and are subsequently rehired, unless external prior service time is agreed to according to A.4 of this Article.

Term appointments for academic staff on subsidy-conditioned appointment, for athletic trainer or athletic coach not in Division I sports or designated to serve in Division I sports within the next two years, or for academic staff on academic staff (renewal contract) appointments are not in the employment security system.

A member of the academic staff in the employment security system may not accept an appointment with the same classification level and within the same unit for a subsidy-conditioned appointment or for an academic staff (renewal contract) appointment.

C. Annual Review Provisions

1. General Provisions

Each year the unit tenure committee for faculty and the unit tenure/promotion committee for academic staff (see XXII.D and XXIII.B) shall prepare a written review for any bargaining-unit member holding a term appointment. In a unit without the appropriate committee, the unit administrator (chair, dean, director, or vice-president) shall possess the authority and functions of the committee. In such units the unit administrator shall consult with the tenured faculty, or the tenured and employment security status academic staff, as appropriate.

The bargaining-unit member shall receive at least two weeks notice prior to the annual review.

The appropriate unit administrator may concur and/or may add his/her comments to the committee's written review. The appropriate unit administrator shall discuss the review with the bargaining-unit member. The written review shall have been given to the bargaining-unit member at least 5 days prior to the discussion. At the option of the appropriate unit administrator or the

bargaining-unit member, the designated spokesperson of the committee will also be present at the discussion. If the unit contains more than 15 persons requiring annual written reviews, the appropriate unit administrator may select a designee to conduct some of these discussions. In cases where the bargaining-unit member is not satisfied with the review performed by a designee, s/he may request review by the appropriate unit administrator. The written reviews shall be placed in the bargaining-unit member's personnel file along with supporting or dissenting material provided by the bargaining-unit member and the unit committee. The failure to conduct an annual written review is grievable at Step One only. Neither the written review nor the discussion nor the failure to complete any annual written review shall imply any commitment to recommend reappointment, promotion, employment security status or tenure.

For bargaining-unit members with joint appointments, the annual review is to be carried out by the unit in which the major activity is carried out following the above procedures. The director/chair of the other unit(s) must contribute to the review conducted by the primary unit.

2. Faculty Provisions

For faculty on the tenure track, the annual review shall be based upon excellence in teaching and in scholarly achievement or, for a faculty member in the creative or performing arts, in creative professional achievement, and shall take into account such unit, school/college, and University tenure factors as are in force. Consideration shall also be given to non-instructional service to the department, school/college, and/or University and/or public and/or professional service which benefits the University. The annual review shall identify areas of growth and strength and areas of concern in teaching, scholarship or creative activity, and service.

For faculty not on the tenure track, the annual review shall be in relation to his/her professional performance and as it relates to appropriate unit, school/college and University factors as are in force except that lecturers and senior lecturers shall be reviewed primarily for teaching with secondary consideration for excellence in scholarly work and/or service if the letter of appointment has identified scholarly work and/or service as part of the bargaining-unit member's responsibility.

3. Academic-Staff Provisions

For academic staff on the tenure track, the annual review shall be based upon excellence in job performance and in appropriate scholarly or professional achievement, and shall take into account such unit, school/college, and University tenure factors as are in force. Consideration shall also be given to non-instructional service to the department, school/college, and/or University and/or public and/or professional service which benefits the University. The annual review shall identify areas of growth and strength and areas of concern.

For academic staff not on the tenure track, the annual review shall be based on excellence in job performance; excellence in professional achievement is also required, but is given secondary weight. Consideration shall also be given to non-instructional service to the department, school/college, and/or the University and/or public and/or professional service that benefits the University. Excellence in scholarly achievement, at the option of the Academic-Staff member, will be considered but is not required. The committee shall take into account such unit, school/college, and University ESS/promotion factors as are in force. This academic staff review must contain, at the least, the following components:

- a. standards of performance for the particular position;
- b. identification of the specific appraisal factors;
- c. accomplishments in job performance, professional achievement, scholarly achievement (at the option of the Academic-Staff member), and/or service;

- d. identification of areas of growth and major strengths;
- e. identification of future expectations and areas of improvement; and
- f. unexpected changes in job status that affected performance.

D. Non-renewal of a Term Appointment

1. General Provisions

Notices of non renewal shall be personally served or sent by registered or express mail on or prior to the date of notice requirement stated below. If such notice is sent more than ten days late, the bargaining-unit member shall be reimbursed at the rate of one day's pay for each day the notice is late not to exceed a total of thirty calendar days. When a notice is late thirty-one days or more, the bargaining-unit member shall receive sixty calendar days' pay. Failure to provide notice, however, shall not constitute a basis of claim for tenure or employment security status.

2. Faculty Provisions

For faculty on the tenure track, written notice of non renewal of appointment shall be provided at least three months prior to expiration of initial term appointments which are less than two academic years. In subsequent reappointments of less than two years, written notice of non renewal shall be provided at least six months prior to the expiration of an appointment. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment.

For faculty on subsidy-conditioned appointments and for ranked faculty not on tenure-track appointments who are on a one-year term appointment, written notice of non renewal shall be provided at least three months prior to expiration of each appointment or reappointment or whenever the subsidy is discontinued, whichever is less. For ranked faculty not on tenure-track appointments who are on multi-year appointments, written notice of non renewal shall be provided at least six months prior to expiration of each appointment or reappointment.

For lecturers and senior lecturers, written notice of non renewal shall be provided at least three months prior to expiration of each appointment.

3. Academic-Staff Provisions

For academic staff on the tenure track, written notice of non renewal of appointment shall be provided at least three months prior to expiration of initial term appointments which are less than two academic years. In subsequent reappointments of less than two years, written notice of non renewal shall be provided at least six months prior to the expiration of an appointment. Where the term appointment is for two or more academic years, written notice shall be provided at least twelve months prior to the expiration of the appointment.

For academic staff on subsidy-conditioned appointment, written notice of non renewal shall be provided at least three months prior to expiration of each appointment or reappointment or, if the subsidy is discontinued, at least one month notice before termination.

For academic staff in the Academic-Staff Employment Security System, written notice of non renewal shall be provided at least three months prior to expiration of a term appointment during the first two years. Non renewal during the third and fourth years shall be at least six months prior to expiration of the appointment. In subsequent reappointments, written notice of non renewal shall be provided at least twelve months prior to expiration of the appointment. A member of the academic staff who receives a notice of non renewal for the final year prior to attaining

employment security status may request the job-related reasons for the non renewal from the dean/vice-president. Such job-related reasons shall be based on the totality of the Academic-Staff member's employment record, including the annual written reviews described in Section C.1 and C.3 of this Article.

For academic staff (renewal contract), written notice of non renewal shall be provided at least three months prior to expiration of each appointment or reappointment.